

THE COMMONWEALTH OF THE BAHAMAS

IN THE SUPREME COURT

Common Law and Equity Division

Claim No. 2026/CLE/gen/00423

IN THE MATTER of the Estate of Allan Lincoln Russell, of Cat Island, Bahamas,
deceased

BETWEEN

JACCION RUSSELL

(as Executor of the Estate of Allan Lincoln Russell, deceased)

Claimant

AND

BRADLEY RUSSELL

(by himself, his servants, agents, heirs and/or persons acting on his behalf)

First Defendant

AND

EZRA RUSSELL

(by himself, his servants, agents, heirs and/or persons acting on his behalf)

Second Defendant

RULING

Before: The Honourable Mr. Acting Justice Raynard S Rigby KC

Appearances: Mr. Tavarrie Smith for the Claimant/Applicant
Mr. Philip McKenzie KC and Lenthala Culmer for the First and Second
Defendants/Respondents

Hearing Dates: 2 and 22 July 2026

**Interim Injunction – Part 17 of the Supreme Court Civil Procedure Rules, 2022 –
Claim for Declaration of ownership over parcels of land – Matters to be taken into
account when determining application – Balance of convenience - Irremediable
prejudice**

Held: Application for the Interim Injunction with respect to the Two Corner's Inn in the settlement of The Bight, Cat Island granted. The action concerns the claim to ownership of several acres of land on the Island of Cat Island, The Bahamas. Both Claimant and Defendants are sons of the late Allan Lincoln Russell of Cat Island who died on 10 August 2025. There is also a dispute over the Deceased's Estate. The Parties agree there is a serious issue to be tried. Actions of the First Defendant in removing tenants from Two Corner's Inn in the settlement of The Bight, Cat Island. The Second Defendant is the operator of a service station in the settlement of The Bight, Cat Island. Activity on a portion of a 3.857 acres tract in the settlement of The Bight, Cat Island after the death of the Deceased. Damages though likely quantifiable is not an adequate remedy. Balance of convenience tilts in favour of the grant of an Injunction to maintain the status quo prior to the acts of the First Defendant. Balance of convenience tilts in favour of the Second Defendant to maintain the status quo regarding the service station. Based on the recent acts of the First Defendant there would likely be irreparable prejudice if the injunction is refused.

Rigby J (Acting):

Introduction

1. This matter involves a dispute between members of the family of the late Allan Lincoln Russell, a resident of Cat Island ("**the Deceased**"). The Deceased died on 10 August 2025.
2. The Deceased held a vast land holding in Cat Island amounting to approximately 40 acres of land. On some of the acreage he ran businesses, notably are the Two Corner's Inn and a Service Station.
3. The Claimant and the First and Second Defendants are the sons of the Deceased.
4. The Claimant brings this action in his capacity as the Executor of the Deceased's Estate pursuant to a purported Last Will and Testament dated 28 October 2024. That Will is under contest, and the Defendants allege that it does not represent the genuine wishes of the Deceased. In the purported Will, the majority of the properties in the Estate are bequeathed to the Deceased's "**beloved granddaughter Tamika Russell aka Tamika Johnson**".
5. The Deceased's Will was read on 14 October 2025 and that seems to be the date when the controversy erupted in the Estate between the parties, eventually leading to the commencement of this action and the application before the Court.

Procedural Background

6. The application for an urgent interim injunction came before the Court for hearing on 25 June 2026. At the hearing, the Claimant/Applicant's Counsel intimated that the matter was no longer urgent and that he wished to proceed by way of an inter partes hearing. I set the matter for hearing to 2 July 2026 and at that hearing the Defendants' Counsel appeared and the matter was further adjourned to 22 July 2026 to allow for the filing of further affidavits and the laying over of Submissions.
7. At the substantive hearing on 22 July 2026, I heard submissions from Counsel and reserved my decision. I promised to deliver my decision in short order and I do so now.
8. For the reasons that are set out more below, I grant the interim Injunction.

The Application

9. The Notice of Application for Interim Injunctive Relief was filed on 15 May 2026. The application is supported by three affidavits. They are: (i) the First Affidavit of Jaccion Russell filed on 15 May 2026, (ii) the First Affidavit of Tamika Johnson filed on 27 May 2026 and (iii) the Second Affidavit of Tamika Johnson filed on 7 July 2027.
10. The Applicant also filed a Certificate of Urgency on 15 May 2026.
11. The Defendants opposed the application and filed three affidavits. They are: (i) the Affidavit of Bradley Russell filed on 1 July 2026, (ii) the Affidavit of Ezra Russell filed on 2 July 2026 and (iii) the Second Affidavit of Ezra Russell filed on 14 July 2027.
12. At the time of the application for the Injunction, the Claimant had not filed a Claim Form. A Fixed Date Claim Form was filed on 22 July 2026.
13. The First Affidavit of Jaccion Russell, the Claimant and the purported Executor of the Deceased's Estate, filed in support of the application for interim relief, sets out the pertinent facts to ground his application and therefore I find it necessary to set out below the majority of that affidavit:

1. I am the duly appointed Executor of the Estate of the late Allan Lincoln Russell, deceased (hereinafter referred to as "my father" or "the deceased"), and I make this Affidavit in support of my application for urgent injunctive relief against Bradley Russell and Ezra Russell. The matters set out herein are within my own knowledge except where otherwise stated, and where I rely on information, I believe the same to be true.

2. My father passed away on or about the 10th day of August 2025, having made a valid Last Will and Testament in which he appointed me as his Executor. A copy of the said Will is now produced and shown to me marked "JR-1."

3. By virtue of that appointment, I understand that I am legally responsible for taking possession of, preserving, and properly administering all assets forming part of his Estate.

4. The Estate comprises several parcels of land situate on the Island of Cat Island, including properties known as "Two Corner's Inn," a gas station, and adjoining lands, together with other interests. These properties are not only of sentimental value to the family but are also income-generating assets, particularly the rental units at "Two Corner's Inn," which provide ongoing financial support necessary for the maintenance and administration of the Estate.

5. On the 14th day of October 2026, at approximately 10:57 a.m., the Will of my late father was formally read in the presence of several family members, including my brothers Bradley Russell and Ezra Russell. At that time, my father's intentions were made clear to all present, including who he had chosen to benefit under his Will and how his Estate was to be managed. Both Bradley and Ezra were present and heard those wishes directly.

6. Notwithstanding that, both Bradley Russell and Ezra Russell have refused to accept my father's wishes and have, since his passing, taken it upon themselves to interfere with the Estate and its properties without any lawful authority and without my consent as Executor.

Bradley Russell's Interference

7. In relation to Bradley Russell, he has inserted himself into the management and control of the property known as "Two Corner's Inn," which forms part of the Estate. He has been dealing directly with tenants, holding himself out as though he is entitled to control and manage the property, and interfering with the existing tenancy arrangements which were in place.

8. In particular, I am informed and verily believe that Bradley Russell issued a written demand to one of the Estate's lawful

tenants, namely 700 Wines & Spirits, requiring that they either increase their rent by \$2,000.00 per month or vacate the premises by the 31st day of March 2026. A copy of that demand is now produced and shown to me marked "JR-2."

9. I have since been informed, and verily believe, that as a direct consequence of that demand, the tenant has begun packing and preparing to vacate the premises. This is of serious concern to me as Executor, as the loss of that tenant would immediately affect the income of the Estate and disrupt the proper management of the property.

10. I say that Bradley Russell has no legal right whatsoever to interfere with the tenants, to demand rent, or to issue any form of notice, and his actions are entirely unauthorised and contrary to the proper administration of the Estate.

11. Further, I say that the actions of Bradley Russell have directly interfered with the Estate's ability to meet its financial obligations, in particular its monthly loan obligations to The Bahamas Development Bank. I am aware that Bradley Russell has issued correspondence to third parties asserting ownership or control of Estate property, has collected rental income which properly belongs to the Estate, and has otherwise misappropriated or diverted Estate funds.

12. As a result of these actions, the Estate has been deprived of the income necessary to service its loan, and I am advised that the Estate is now in default with The Bahamas Development Bank. This situation places the Estate at risk of further financial consequences, including enforcement action, and significantly underscores the urgency of this application.

Ezra Russell's Interference

13. During my father's lifetime, Ezra Russell was permitted by my father to operate and manage the gas station located on one of the Estate properties. That arrangement was a personal one between my father and Ezra and was never intended to continue automatically after my father's death.

14. Since my father's passing, Ezra Russell has refused to return control of the gas station to the Estate and continues to operate and manage the same as though it belongs to him. He has neither sought nor obtained my consent as Executor,

and he has actively excluded me from the property and prevented me from taking possession and control of it on behalf of the Estate.

15. Ezra Russell has taken possession of adjoining vacant land forming part of the Estate and has enclosed that land by fencing it off and is using it for the storage of heavy-duty equipment. Photographs of the said fencing and use of the land are now produced and shown to me marked "JR-3."

16. This conduct has been carried out without any authority and despite objections made on behalf of the Estate, and it has the effect of excluding the Estate from its own property and preventing me from exercising control over the same.

17. I also say that prior to my father's passing, he had taken steps to have the Second Defendant removed from the said property. In or about February 2024, my father instructed his former attorneys to issue a formal letter to the Second Defendant requiring that he vacate the property and remove buildings erected, materials and garbage within twenty-one (21) days. In response, the Second Defendant commenced proceedings against my father in the Magistrate's Court alleging harassment and other matters. That action was subsequently withdrawn by the Second Defendant, and the Court awarded costs in my father's favour. A copy of the said letter issued to the Second Defendant is now produced and shown to me marked "JR-4."

Lack of Authority and Prior Warning

18. I say that neither Bradley Russell nor Ezra Russell has any legal or beneficial interest in the Estate which would entitle them to occupy, manage, or interfere with any of the Estate properties, and their actions are being carried out entirely without my consent and in direct opposition to my duties as Executor.

19. On behalf of the Estate, a formal cease and desist letter was sent to Bradley Russell requiring that he immediately stop interfering with the Estate and its tenants. A copy of that letter is now produced and shown to me marked "JR-5."

20. Despite that clear warning, Bradley Russell has continued and escalated his conduct, which has now

reached the point where urgent intervention by this Honourable Court is necessary.

Urgency and Risk of Harm

21. I say that this matter is extremely urgent. The actions of Bradley Russell have already resulted in a lawful tenant vacating the premises at "Two Corner's Inn," and as a direct consequence of that, the Estate has suffered immediate financial loss in the form of lost rental income. This loss is ongoing and affects the Estate's ability to properly maintain and manage the property.

22. In addition, I say that since the passing of my father, Bradley Russell has taken it upon himself to collect rent from at least two of the remaining tenants at the said property. Those rents were previously collected in accordance with my father's instructions during his lifetime by the person he had designated to receive them, and not by Bradley Russell. I say that Bradley Russell has no authority to collect any rent on behalf of the Estate, and his actions have resulted in the Estate being deprived of income which ought properly to be received and accounted for by me as Executor.

23. I am further concerned that if Bradley Russell is not restrained, he may approach or interfere with other tenants, which could result in further tenants leaving and further financial loss to the Estate.

24. In relation to Ezra Russell, he continues to operate a commercial business on Estate property and has enclosed additional lands, thereby strengthening his control over the property and making it more difficult for the Estate to recover possession if immediate steps are not taken.

25. I say that the actions of both Bradley Russell and Ezra Russell are ongoing, deliberate, and escalating, and unless restrained by this Honourable Court, they will continue to interfere with the Estate and cause further loss and disruption.

26. I further say that damages alone would not be an adequate remedy in these circumstances, as the harm includes the disruption of tenants, the loss of goodwill, and the continued unlawful occupation and use of Estate property.

27. I also believe that if notice of this application is given to the Defendants, there is a real risk that they may take further steps to interfere with the Estate, including dealing with tenants or property in a way that would further prejudice the Estate before the Court has an opportunity to intervene.

14. The Affidavits sworn by Tamika Johnson, who is a purported beneficiary under the Will of the Deceased, sets out details in respect of the loan taken out at the Bahamas Development Bank ("**the Bank**") by the Deceased and the First Defendant. I set out below paragraphs 6 to 27 inclusive:

Bahamas Development Bank – 2012 Loan Restructuring

6 I now refer to a Restructured Loan Agreement Application with The Bahamas Development Bank dated the 26th day of March 2012, issued to both Allan Russell and Bradley Russell, wherein the Bank advised that the loan restructuring application had been approved by its Board of Directors on the 23rd day of February 2012. A copy of the said document is now produced and shown to me marked "EXHIBIT TJ-6".

7 From my review of that document, I note that Bradley Russell signed the said loan documentation as a co-signatory together with the deceased. I say that, to the best of my knowledge and belief, Bradley Russell was included in that arrangement for the purpose of supporting the loan facility and not as an owner of the underlying property.

8 I say that notwithstanding Bradley Russell's involvement in the loan documentation, the deceased remained at all times the sole owner of the properties, and no ownership interest was transferred to Bradley Russell by virtue of his role as a co-signatory.

Bahamas Development Bank – 2019 Loan Restructuring

9 I now refer to a further Restructured Loan Agreement Application with The Bahamas Development Bank dated the 18th day of January 2019, issued to both Allan Russell and Bradley Russell, wherein the Bank advised that the loan restructuring application had been approved by its Board of Directors on the 18th day of December 2018. A copy of the said document is now produced and shown to me marked "EXHIBIT TJ-7".

10 To the best of my knowledge and belief, Bradley Russell did not sign the said 2019 restructuring documentation as a co-signatory, and in any event, I say that his inclusion in any such loan documentation did not confer upon him any ownership interest in the properties, which remained at all times in the sole name of the deceased.

Intention of the Deceased and Loan Payments

11 I say that during his lifetime, the deceased was responsible for the repayment of the loan facilities associated with the said properties and, to the best of my knowledge and belief, he made those payments without any financial assistance from Bradley Russell.

12 I further say that it was never the intention of the deceased that Bradley Russell would acquire any ownership interest in the said properties by reason of his involvement as a co-signatory or otherwise in relation to any loan facility.

Full and Frank Disclosure

13 I am aware that this application is being made without notice to the Defendants, and I understand that in such circumstances there is a duty to place before the Court all material facts, including those which may not support the Applicant's position.

14 In that regard, I wish to bring to the attention of the Court that certain loan documentation issued by The Bahamas Development Bank was addressed to both the deceased and Bradley Russell, and that Bradley Russell was, at least in or about 2012, a co-signatory to one such loan facility.

15 I further say that, during the lifetime of the deceased, Ezra Russell was permitted by the deceased to operate and manage the gas station situate on one of the Estate properties, and that such arrangement existed during the deceased's lifetime. However, the deceased terminated that arrangement with Ezra Russell during his lifetime when he had his attorneys issue a Trespass Notice to Ezra Notice on or about the 15th February 2024.

16 Notwithstanding those matters, I say that, to the best of my knowledge and belief, the deceased remained at all times the sole legal and beneficial owner of the Estate properties, and neither the loan arrangements nor the operational

involvement of Bradley Russell or Ezra Russell conferred any ownership interest upon them.

Variation of Mortgage Deed

17 I am advised and verily believe that Bradley Russell now seeks to rely upon a Variation of Mortgage Deed recorded in Volume 11668 at pages 444 to 450 as the basis of an alleged claim to an interest in the Estate property. I am further advised, however, that the said document does not confer upon Bradley Russell any legal or beneficial ownership or title to the property, as he was never added as a purchaser, grantee or owner under the actual conveyance or title documents relating to the said property. Rather, I am advised that Bradley Russell's involvement under the said document was limited to his role as a secondary guarantor in relation to the mortgage facility only, which did not operate to transfer or vest any proprietary interest in the property unto him. I am further advised that no conveyance, transfer or assignment of the legal estate in the property was ever executed in favour of Bradley Russell. A copy of the said Variation of Mortgage Deed is now produced and shown to me marked "EXHIBIT TJ-8".

Power of Attorney and Management of the Deceased's Affairs

18 I say that on or about the 10th day of December, 2003, my late grandfather, Allan Lincoln Russell, executed a Power of Attorney whereby he appointed his wife, Magurette Russell, and his son, Ezra Russell, the second Respondent herein, to jointly act as his lawful attorneys for the purpose of managing his affairs, including the operation of his banking matters and the conduct of his business transactions on his behalf. I am presently unable to locate a copy of the said Power of Attorney despite efforts made to do so.

19 I further say that, over time, concerns arose in relation to the manner in which my grandfather's affairs and properties were being managed. In particular, my grandfather became dissatisfied with the handling of matters relating to his properties at Fountain Bay and other assets forming part of his Estate and formed the view that his affairs were not being properly administered.

20 I say that, as a consequence of those concerns, my late grandfather subsequently took steps to formally revoke the

authority previously granted to his wife, Magurette Russell, and his son, Ezra Russell. Accordingly, on or about the 31st day of August, 2023, he duly executed a Revocation of Power of Attorney revoking the said appointment. A copy of the said Revocation is now produced and shown to me marked "EXHIBIT TJ-9".

21 I am advised and verily believe that any rights, powers, authority, or responsibilities which Ezra Russell and/or Magurette Russell may previously have had in relation to the said properties and/or the banking affairs of my late grandfather were brought to an end by virtue of the said Revocation dated the 31st day of August 2023.

22 Following that revocation, I say that my grandfather began to rely upon me to assist him with the management of his affairs, including the collection of rental income from his properties and the application of those funds toward his financial obligations, including the loan with The Bahamas Development Bank.

23 I say that from that time, I acted on my grandfather's behalf in collecting rental income from his properties and ensuring that those funds were applied toward the servicing of his loan obligations. Based on my knowledge of the management of my grandfather's affairs and the handling of rental income, I verily believe that at no time did Bradley Russell and/or Ezra Russell make any personal financial contributions toward the repayment of the loan facilities associated with the said properties, and that all such payments were made from funds generated from my grandfather's properties and not from any personal contributions by them.

24 I further say that, on or about the 7th day of February, 2025, my late grandfather formalised the arrangement by executing a new Power of Attorney, whereby he appointed me, Tamika Russell, also known as Tamika Johnson, of #8 Biscuit Court, Sandilands Village in the Eastern District of the Island of New Providence, to act as his lawful attorney. A copy of the said Power of Attorney is now produced and shown to me marked "EXHIBIT TJ-10".

25 I say that this appointment reflected my grandfather's trust and confidence in me to manage his affairs and was consistent with the role I had already been carrying out in

assisting him with the collection of rental income and the servicing of his financial obligations.

Recent actions of The First Defendant

26 On the 20th day of April 2026, the First Defendant took out a Summons in the Magistrates' Court against Mr. Alfredo Johnson, who is a tenant at the Two Corners Inn Property owned by the Estate of the deceased. Mr. Johnson had moved into the property as a caretaker with the knowledge and express permission of the Claimant, who is also the Executor of the Estate. On or about Saturday the 16th day of May 2026, Mr. Johnson called me and informed me that Bradley had broken into his apartment. I immediately advised him to report the matter to the police, which he told me he later did.

27 Mr. Alfredo Johnson, then after a short period, sent me a photograph of a Summons and 00called me again. During that conversation, he informed me that after returning from the police station, Bradley had personally served him with the said Summons requiring him to appear before the Magistrates' Court in New Providence on the 20th day of May 2026. After reading the Summons, I saw that Bradley was falsely claiming to be the owner of the property. This has caused problems for the Estate and threatens the Estate's ability to continue collecting rental income from the property. His actions are also interfering with the proper management of the Estate, and this is another reason why he, together with anyone acting on his behalf, should be restrained from interfering with the affairs of the Estate. A copy of the said Summons is now produced and shown to me marked "EXHIBIT TJ-11".

15. In her Second Affidavit, Ms. Tamika Johnson responds to various claims set out in the Affidavits of the Defendants and provides a chronological history of her grandfather's affairs. I only set out below the chronological history which commences at paragraph 4:

CHRONOLOGICAL HISTORY OF MY GRANDFATHER'S AFFAIRS

4 In light of the numerous assertions made by Bradley Russell and Ezra Russell concerning events spanning more than twenty years, I believe it would assist this Honourable Court if I first set out, in chronological order, the history of my grandfather's affairs as I came to understand them from

living with him, assisting him with his affairs, reviewing his documents and personally witnessing many of the events which followed. In my respectful view, many of the allegations now advanced by the Defendants cannot properly be understood in isolation but must instead be viewed against the wider history of my grandfather's business affairs and his relationship with both Bradley Russell and Ezra Russell.

5 My grandfather was a hardworking businessman who spent many years acquiring and developing numerous businesses and properties throughout Cat Island. Those businesses included, among others:

- a) The New Bight Service Station,**
- b) Two Corners Inn and Plaza,**
- c) Bridge Inn Hotel,**
- d) Rental apartment buildings,**
- e) Vehicle rental operations, and**
- f) The Sea Hauler Mail Boat.**

6 Throughout my life, I knew him to be an active businessman who was personally involved in the management of his affairs. He regularly dealt with banks, instructed attorneys, negotiated the sale and purchase of land, entered into financing arrangements, collected rental income and made decisions concerning the operation of his various businesses. Everything I ever witnessed was entirely consistent with someone who regarded those businesses and properties as his own and who remained actively involved in their management.

7 On or about the 11th day of December, A.D. 1995, my grandfather entered into a Mortgage with the Bahamas Development Bank using the New Bight Service Station property (approximately 1.139 acres) as security for the loan. Over the years, that loan facility was varied and increased as additional financing was obtained to support his businesses. I mention this because it demonstrates that long before the matters now complained of arose, my grandfather was openly dealing with the property as its owner and using it to secure financing for his business affairs. That course of conduct continued for many years thereafter.

8 In December 2003, my grandfather was sentenced to a term of imprisonment together with the payment of a substantial

fine. Because he knew that he would be unable to personally manage his affairs whilst incarcerated, he executed a Power of Attorney appointing his wife, Margurette Russell, together with Ezra Russell, to assist in managing his businesses and financial affairs during his absence. This Power of Attorney was executed on the same day he was sentenced and as far as I am aware never recorded. I later came to understand that this arrangement was intended to be temporary and was made solely because of the practical difficulties created by his imprisonment. It was never intended to permanently transfer ownership of any of his businesses or properties to Ezra Russell. Now produced and shown to me marked "Exhibit TM-12" is a copy of the Power of Attorney dated the 10th of December 2003.

9 Following his release from prison in or about December 2005, my grandfather began the difficult process of putting both his personal and business affairs back in order. Following his release from prison in or about December 2005, I knew that my grandfather was determined to put both his personal and business affairs back in order. I also became aware that although Ezra had undoubtedly assisted him with certain matters, my grandfather had become increasingly concerned about the manner in which aspects of his businesses had been managed during his imprisonment.

10 After his release from prison, my grandfather told me that he wished to obtain additional financing from the Bahamas Development Bank to continue developing his businesses and regularising his financial affairs. I came to know that because of his age my grandfather was having trouble obtaining additional financing from the Bahamas Development Bank in his own name. It was against that background, and for that reason alone, that discussions took place concerning Ezra assisting him with obtaining financing. It was my understanding that he was not selling the New Bight Service Station Property to Ezra. Rather, he explained that Ezra's involvement was intended to assist him in obtaining financing which the Bank was unwilling to provide to him alone because of his age.

11 It therefore came as a complete surprise to me when I read paragraph 7 of Ezra Russell's Affidavit and saw him now alleging that my grandfather sold the property to him outright for the sum of Three Hundred and Sixty-One

Thousand Dollars (\$361,000.00). From everything I came to know whilst living with my grandfather and assisting him with his affairs, that was never the agreement between them. I also note that whilst Ezra refers to the figure of \$361,000.00 appearing in the document, he does not state that he actually paid my grandfather that amount, nor does he exhibit any document evidencing payment of such a substantial purchase price.

12 I obviously cannot speak to what documents Ezra may possess but, throughout the years that I lived with my grandfather and assisted him with his affairs, he never once told me that Ezra had paid him \$361,000.00 for the property. Instead, he consistently explained that the arrangement involving Ezra related to obtaining financing and not to permanently transferring ownership.

13 Another matter which has always reinforced my understanding is that, at the very time the alleged conveyance was supposedly executed, the property was already subject to an existing mortgage in favour of the Bahamas Development Bank. As an ordinary person, that has never made sense to me. If my grandfather had genuinely intended to permanently sell one of his principal business assets, I would have expected the existing mortgage to have been dealt with as part of that transaction. Instead, there is no reference to the Bank's interest, no indication that the Bank had consented to any transfer and no suggestion that its security had been released. Everything that occurred afterwards was entirely consistent with my grandfather continuing to deal with the property as its owner.

14 The arrangement between my grandfather and Ezra did not develop as my grandfather had expected. Over time it became clear to me that Ezra refused to follow through with the arrangements necessary to obtain the financing which had been the entire purpose of involving him in the first place. As time passed, my grandfather also became increasingly dissatisfied because Ezra refused to account for monies collected from the businesses, refused to provide financial records when requested, and refused to follow his instructions concerning the management of the businesses which my grandfather maintained belonged to him. Those disagreements became more frequent over the years and eventually caused my grandfather to lose confidence in Ezra

completely. This also spiralled into a very public social media dispute wherein Ezra made various posts online cursing out my grandfather and posted videos insulting him.

15 Notwithstanding Ezra's present assertion that he became the owner of the property in 2006, my grandfather continued thereafter to openly conduct himself as the owner of the property in every practical respect. As far as I personally witnessed, he continued collecting rents, instructing tenants, negotiating with attorneys, dealing with the Bahamas Development Bank, restructuring his borrowings, arranging repairs and maintenance, negotiating the sale of other parcels of land and making all of the important decisions concerning the management of the property. I never once heard my grandfather say that the property belonged to Ezra. To the contrary, he consistently referred to it as his property and continued dealing with it as such until the latter years of his life.

16 One of the clearest examples of this occurred in 2012 when my grandfather restructured the existing Bahamas Development Bank mortgage and Bradley Russell was added as a co-borrower. I have since seen the records obtained from the Bank confirming that restructuring. From my own understanding of those arrangements and everything I personally witnessed afterwards, Bradley's involvement was required because the Bank wanted an additional borrower due to my grandfather's age. Even after that restructuring, my grandfather continued managing the property, dealing with the Bank and arranging for the loan to be serviced. I simply cannot reconcile those facts with Ezra's present assertion that he had already become the owner of the property some six years earlier. Previously exhibited in First Affidavit at "Exhibits TM 6 - 8" are true copies of the relevant Bahamas Development Bank loan restructuring documents.

17 As the years progressed, the relationship between my grandfather and Ezra deteriorated beyond repair. Over time I became aware that my grandfather had become deeply disappointed his disappointment that Ezra refused to account for monies, refused to follow his instructions and had begun claiming ownership over properties which my grandfather insisted belonged to him. My grandfather also accused Ezra of improperly dealing with other properties without his authority and complained that Ezra still owed him

the balance of Fifty Thousand Dollars (\$50,000.00) under a later Agreement for Sale relating to another parcel of land. It became clear to me that my grandfather no longer trusted Ezra with his affairs and deeply regretted having placed such confidence in him following his imprisonment. Now produced and shown to me marked "Exhibit TM-13" is a true copy of the Sales Agreement between my grandfather and Ezra Russell.

18 Those events ultimately led my grandfather to revoke the Power of Attorney previously granted to Ezra Russell. By that stage, he had completely lost confidence in Ezra's willingness to act in his best interests and wanted to resume full control over his own affairs. Thereafter, I personally witnessed my grandfather continuing to manage his businesses, instruct his attorneys and make decisions concerning his properties until his declining health eventually prevented him from doing so.

16. Additionally, in her Second Affidavit, Tamika Johnson acknowledged that Bradley Russell was added to the loan at the Bank in 2012 but he was not added to the legal title of the property. She further stated that the rental proceeds of the properties in the Deceased's Estate were used to maintain the loan at the Bank. Ms. Johnson also exhibits a video recording of the Second Defendant which she said he **"expressly stated, "that land ain't mines, I don't care about it," referring to the very property which he now claims in these proceedings that he purchased outright from my grandfather almost twenty years earlier"**. She claims that the Second Defendant also threatened to take all of the Deceased's properties.
17. The Defendants filed affidavits in response to the Applicant's assertions. In his Affidavit, the First Defendant, Bradley Russell, disclosed his dealings with the Deceased and the loan at the Bank. He asserts that there was a **"common understanding and agreement between my father and me that, in consideration of my assuming responsibility for the mortgage obligations and assisting in the repayment of the loan, I would be entitled to collect the rental income generated by the property and would ultimately become the beneficial owner thereof"**. Bradley Russell made the following allegations in his affidavit:

7 Consistent with that understanding, throughout my father's lifetime I undertook responsibility for the care, upkeep, repair and general maintenance of the building at my own expense and effort. I managed the property, attended to its ongoing maintenance and preserved its value for many years with my father's full knowledge and approval.

8 At no time during his lifetime did my father object to my collection of rental income, my financial contributions towards the mortgage or my management and maintenance of the property. His conduct was entirely consistent with the agreement and understanding between us concerning my beneficial interest in the property.

9 In the circumstances, I say that I have both a substantial equitable interest in the property and, at the very least, a serious and bona fide claim which falls to be determined at trial. Accordingly, the Applicant's assertion that I have no legal or equitable interest is denied.

Last Will and Testament of my Father

10 I further say that the Applicant's claim to authority over the Estate is founded upon a purported Last Will and Testament, the validity of which is actively disputed.

11 On or about 28th November 2025, I lodged a Caveat in respect of the Estate of my late father. Thereafter, on or about 27th January 2026, my mother, the widow of the Deceased, also lodged a Caveat challenging the validity of the purported Will. I NOW PRODUCE AND ANNEX HERETO a copy of the caveats marked BR1 and BR2.

12 The Caveats were lodged because there are substantial concerns regarding the circumstances in which the purported Will was executed, including concerns relating to my father's testamentary capacity and the possibility that undue influence was exercised by persons who ultimately benefit under the document.

13 Approximately two to three years before his death, my father's health deteriorated significantly. He suffered from colon cancer, prostate cancer, diabetes and a heart condition and was heavily medicated throughout that period.

14 The circumstances surrounding the revocation of the existing Power of Attorney and the subsequent execution of a new Power of Attorney and the purported Will are unusual and raise legitimate concerns requiring determination by the Court.

15 The purported revocation of the existing Power of Attorney is dated 31st August 2023 and was witnessed by Ms. Tamika Johnson, who was subsequently appointed as my father's attorney under a Power of Attorney dated 7th February 2025. Prior thereto, my mother and the Second Defendant, my brother had cared for my father throughout his lifetime, including during his illness, and had provided him with both financial and personal assistance.

16. The purported Last Will and Testament, dated 28th October 2024, excludes most of his children, including myself. However, which is most alarming is that the purported Will also excludes my mother, who was married to my father for almost seventy (70) years.

18. The Second Defendant's first Affidavit sets out his relationship with the Deceased and the management of the service station. I set out below several paragraphs from that affidavit:

Estate Property and ownership

3 As it relates to paragraph 3a of the 1st Affidavit of Tamika Johnson, I deny that the parcels of land described therein, namely Parcel "A" and Parcel "B" comprising approximately 1.139 acres situated at New Bight, Cat Island, were at all material times solely legally and beneficially owned by the Deceased or now properly form part of the Deceased's Estate available for administration.

4 I also deny the allegation contained at paragraph 13 of the 1st Affidavit of Jaccion Russell that my operation and management of the gas station situated on the property was merely a personal arrangement between my father and me which was intended to terminate upon his death.

5 I am the legal and beneficial owner of the said property by virtue of an Indenture of Conveyance dated 17th day of October 2006 made between Allan Russell and Ezra Russell whereby there was conveyed unto me:

"ALL THOSE pieces or parcel of land situate in the Settlement of New Bight on Cat Island, one of the Islands in the Commonwealth of The Bahamas together comprising an area of Two and Two hundred and seventy-two thousandths (2.272) Acres with a Service Station erected thereon and

which said pieces or parcels of land are shown coloured pink on the diagram or plan attached hereto.

I now produce and annex hereto a copy of the Conveyance as marked as Exhibit "ER-1"

6 On or about 24th day of June 1990, my father was convicted of a criminal offence and was subsequently sentenced on or about 23rd day of August 1990 to a term of three (3) years' imprisonment. During the course of his criminal proceedings and subsequent appeal, which was ultimately dismissed on or about 10th day of December 2003, I was responsible for meeting his legal expenses.

7 In consideration of the financial assistance and support which I had provided to my father over many years, together with valuable monetary consideration, my father sold the said property to me for the sum of Three Hundred and Sixty-One Thousand Dollars (\$361,000.00) following his release from prison.

8 Following my purchase of the property, I took possession thereof and have continuously operated the gas station known as the New Bight Service Station from approximately 2002 to the present. I am the sole proprietor of that business. The General Shop Licence for the gas station was first issued in my name on 15th day of October 2002". I now produce and annex hereto a copy of General Shop license marked as Exhibit "ER-2".

9 I have remained in continuous, open, exclusive and uninterrupted possession and occupation of the property for more than twenty-eight (28) years. For approximately twenty-four (24) of those years, my father was alive and fully aware of my occupation, operation of the business and exercise of ownership over the property.

10 During his lifetime, my father never sought to remove me from the property, interfere with my possession, prevent me from operating the gas station, demand rent or licence fees, nor otherwise assert any ownership rights inconsistent with my ownership and occupation of the property.

11 My father's conduct throughout his lifetime was entirely consistent with his sale of the property to me and with his recognition of my ownership and exclusive possession of the property.

19. Ezra Russell, the Second Defendant, filed a Second Affidavit in which he addressed the Deceased's medical condition at the time of the disputed Last Will and Testament of 28 October 2024. He exhibited medical records to that Affidavit and alleged that his father, the Deceased, **"was admitted to Princess Margaret Hospital and remained under medical care until his discharge on or about 21 October 2024"** and thereby he **"have genuine concerns as to whether my father was in a position to provide clear and independent testamentary instructions and whether the documents truly reflects his free and informed intentions"**.

The Court's jurisdiction

20. At the inter partes hearing and in the written Submissions, Counsel for the Applicant and the Respondents agreed that the Court's discretionary jurisdiction to grant an interim injunction is set out in section 21 of the Supreme Court Act and Part 17 of the Civil Procedure Rules, 2022 ("CPR"). They both agreed that in the exercise of that discretion the Court **"may [grant] by order (whether interlocutory or final) grant an injunction ... in all cases in which it appears to the Court to be just and convenient to do so"**. There was also no dispute that under Part 17 of the CPR the Court **"may grant an interim remedy whether or not there has been a claim for a final remedy of that kind"**.
21. Both Counsel referred to the principles set out in the well-known English House of Lords decision of **American Cyanamid Co v Ethicon Ltd [1975] 1 All ER 504**, which established a four-stage test. That test is not to be applied like a "straight jacket" but requires the Court to consider (i) whether there is a serious issue to be tried; (ii) whether damages would be an adequate remedy; (iii) whether the 'balance of convenience' favours the plaintiff or defendant; and (iv) consideration of any special factors that might affect the exercise of the court's discretion. Both Counsel in their written and oral submissions addressed the Court on the principles, with both agreeing that there is a serious issue to be tried and focusing their attention on the balance of convenience and whether damages is an adequate remedy.
22. A starting point for the consideration of the instant application is the speech of Lord Hoffman in **National Commercial Bank of Jamaica v. Olint Corp. Ltd. [2009] UKPC 16** where he said:

[16] The second feature is the basis upon which Jones J decided to refuse an interlocutory injunction and the Court of Appeal decided to grant one. It is often said that the purpose of an interlocutory injunction is to preserve the status quo, but it is of course impossible to stop the world pending trial. The court may order a defendant to do something or not to do something else, but such restrictions on the defendant's freedom of action will have

consequences, for him and for others, which a court has to take into account. The purpose of such an injunction is to improve the chances of the court being able to do justice after a determination of the merits at the trial. At the interlocutory stage, the court must therefore assess whether granting or withholding an injunction is more likely to produce a just result. As the House of Lords pointed out in *American Cyanamid Co v Ethicon Ltd* [1975] 1 All ER 504, that means that if damages will be an adequate remedy for the plaintiff, there are no grounds for interference with the defendant's freedom of action by the grant of an injunction. Likewise, if there is a serious issue to be tried and the plaintiff could be prejudiced by the acts or omissions of the defendant pending trial and the cross-undertaking in damages would provide the defendant with an adequate remedy if it turns out that his freedom of action should not have been restrained, then an injunction should ordinarily be granted.

[17] In practice, however, it is often hard to tell whether either damages or the cross-undertaking will be an adequate remedy and the court has to engage in trying to predict whether granting or withholding an injunction is more or less likely to cause irremediable prejudice (and to what extent) if it turns out that the injunction should not have been granted or withheld, as the case may be. The basic principle is that the court should take whichever course seems likely to cause the least irremediable prejudice to one party or the other. This is an assessment in which, as Lord Diplock said in *American Cyanamid* [1975] 1 All ER 504 at 511:

'It would be unwise to attempt even to list all the various matters which may need to be taken into consideration in deciding where the balance lies, let alone to suggest the relative weight to be attached to them.'

Summary of Counsel Submissions

23. The Applicant placed his primary argument for interim injunctive relief in the following terms:

The Applicant respectfully submits that this is precisely the type of case in which the equitable jurisdiction of the Court should be exercised. The Court is not presently asked to determine whether Bradley Russell ultimately possesses an equitable interest in the Service Station property, whether Ezra Russell's alleged unrecorded conveyance is valid or

invalid, or whether the deceased's Last Will and Testament will ultimately withstand challenge. Those issues plainly constitute serious questions requiring determination at trial. The present application asks only that, whilst those disputes remain unresolved, neither party be permitted to alter the position by unilateral acts of self-help which place the Estate itself at risk.

24. Mr. Smith also argued that the risk of prejudice is **"actual and continuing"** and favours preservation. He urged that **"if the injunction is refused and the Estate continues to diminish through ongoing interference, lost rental income, increasing mortgage arrears and further depletion of Estate assets..."**.
25. The Applicant further argued that to grant the relief sought will be neutral to the ultimate outcome of the litigation. **"If Bradley Russell ultimately establishes the equitable interest which he presently asserts, the injunction will merely have preserved the property to which that interest attaches. If Ezra Russell ultimately establishes the validity of the alleged 2006 conveyance, the same is true. Conversely, if the Applicant succeeds, the Estate will have been preserved in accordance with the Executor's statutory duties. In every conceivable outcome of these proceedings, the preservation of the Estate promotes, rather than prejudices, the interests of justice"**.
26. Mr. McKenzie KC on behalf of the Defendants urged the Court to dismiss the application. He argued that the application should be refused for the following reasons:
 - (i) **there are numerous serious issues to be tried;**
 - (ii) **the validity of the purported Will is itself the subject of pending Caveats;**
 - (iii) **substantial disputes exist regarding ownership of the properties;**
 - (iv) **the First Defendant advances a substantial equitable claim;**
 - (v) **the Second Defendant asserts legal ownership of the gas station property together with decades of uninterrupted possession;**
 - (vi) **damages are plainly capable of compensating the Estate should it ultimately succeed;**
 - (vii) **the balance of convenience overwhelmingly favours preserving the existing arrangements until trial;**
 - (viii) **granting the injunction would alter- not preserve - the status quo.**
27. The Defendants' position is that the Court should not make an order that prefers one side over the other. In focusing on the interests that both Defendants have in

the properties on Cat Island, Mr. McKenzie KC stated that **“the practical effect of the injunction sought by the Applicant would be to deprive the Defendants of the possession and control which they have exercised for many years”**. He said this should lead to the Court refusing the relief sought.

28. On the balance of convenience, Mr. McKenzie KC argued that the injunction would not preserve the status quo but **“would fundamentally alter long-standing arrangements that existed for many years prior to the commencement of these proceedings”**. He deemed that the status quo should be preserved as it existed prior to the Deceased’s death.
29. In summing up the arguments for the Defendants, the submission was made that the Defendants will face prejudice if the injunction is granted and that damages is an adequate remedy.

Analysis and Determination

30. Bearing fully in mind the direction of the Privy Council in Olint (supra) that the Court should not be a slave to a “box-ticking approach”, I take special note that the issues in the action will center on the validity of the Last Will of the Deceased as well as matters in respect of the “arrangements” that existed between the Deceased and the Defendants. I further note that a grant of probate is not yet issued in the Estate of the Deceased and that there is a serious issue to be tried in the action.
31. In my judgment and having regard to the affidavit evidence before the Court as well as the Fixed Date Claim, I am satisfied that there are serious issues to be tried between the parties. Those issues relate to the validity of the Last Will and Testament of the Deceased as well as to the ownership of the properties, the subject matter of the injunctive relief application.
32. I fully appreciate that at this stage and on the instant application, the Court need not, and must not, seek to determine whose case shall prevail at the conclusion of the trial. My task is to assess the case before me so as to ensure that the claim is not frivolous or hopeless. I am also unable to resolve the conflicts of the facts having regard to the affidavit evidence, particularly as there was no cross examination of deponents. It is sufficient for me to reserve triable issues for the trial judge. I have however assessed the evidence, and I have decided that an injunction is warranted.
33. For ease of clarity, it is best that I address separately each property that is the subject of the Applicant’s application for injunctive relief.
34. I also highlight that in relation to both the Service Station and the Two Corner’s Inn, there are ongoing businesses being conducted. I took this reality into account in my assessment and determination of whether to grant or refuse an injunction.

In Leslie McKenzie & Ors. v Dwayne Gardiner & Anr. 2023/CLE/gen/00213 Card Stubbs J. determined that damages would be an adequate remedy arising from the finding that the defendants had businesses on the land. I highlight paragraphs 53 and 54 of the ruling:

[53.] I have also considered the implications of an injunction to the Defendants if it were granted in favour of the Claimant. The Defendants, on the evidence provided, have subsisting businesses on the subject property. I am mindful that the Claimants have alleged financial challenges (paragraph 24, John Olson McKenzie affidavit) and it seems to me that it would be imprudent to ask the Claimants to enter into an undertaking in damages in the event of the Defendants succeeding at trial.

[54.] It is my determination that the Claimants could be adequately compensated in damages were they to succeed at trial.

The Service Station

35. I note the Conveyance between the Deceased and the Second Defendant dated 17 October 2006 that purports to convey unto the Second Defendant **"2.272 acres with a Service Station erected thereon"** for the sum of \$361,000.00. I do not have to consider the legitimacy or otherwise of the Conveyance on the instant application. I note that the Applicant disputes the Second Defendant's ownership. That issue is best reserved for the trial judge. It seems clear however that since 2006 the Second Defendant remained in open, quiet and undisturbed possession and occupation of the Service Station and therefore the status quo in that regard should be preserved in favour of the Second Defendant.
36. To grant an interim relief which will have the effect of "dispossessing" the Second Defendant and removing him from the conduct of the Service Station will cause irreparable harm to the Second Defendant. Furthermore, no evidence was put before the Court by the Applicant to show that the Deceased treated the property on which the Service Station occupies as his property during the course of his life. Tamika Johnson states in her affidavit that the Deceased **"never once told me that Ezra had paid him \$361,000.00 for the property. Instead, he consistently explained that the arrangement involving Ezra related to obtaining financial and not to permanently transferring ownership"**. No documents were produced by the Applicant to displace the Conveyance, albeit that it is not stamped and recorded. I accept the Second Defendant's account that the Service Station was under his control for more than 28 years. When asked during the hearing about the status quo favouring the Second Defendant, Mr. Smith reluctantly acknowledged the point. I therefore refuse to grant an injunction to "oust" the Second Defendant from the property on which the Service Station exists.

37. In my judgment, damages will be an adequate remedy in favour of the Applicant. Should the trial judge find that the Deceased maintained ownership of the property where the Service Station exists, the Second Defendant will be ordered to deliver that property to the Estate, and the Estate can be compensated in damages for any loss that it suffered in the intervening period. I also do not consider any such loss to be substantial.

Two Corner's Inn

38. The issue in relation to the property that houses the Two Corner's Inn is not identical to that of the Service Station. The First Defendant is a second borrower on the mortgage deed unto the Bank. By way of the Variation of Mortgage Deed dated 29 May 2012, the First Defendant joined in the borrowing which stood in the sum of \$219,454.77. The original mortgage between the Deceased and the Bank was made on 11 December 1995 and there were further charges on 12 June 2019, 15 April 2002 and 29 October 2002. The mortgage is over Parcel A and Parcel B comprising 1.139 acres.
39. The two restructuring facility letters dated 26 March 2012 and 18 January 2019 from the Bank (exhibited to the First Affidavit of Tamkia Johnson) notes the borrowers to be Allan and Bradley Russell. The letter of 26 March 2012 notes that Bradley Russell is to provide insurance to secure the loan.
40. The property also derives rental income. There is a dispute on the evidence before me if the rental income was used to service the loan at the Bank. The First Defendant challenges this allegation and states in his Affidavit that he assumed obligation for the repayment of the loan and his father, the Deceased, did not **"object to my collection of the rental income, my financial contributions towards the mortgage or my management and maintenance of the property. His conduct was entirely consistent with the agreement and understanding between us concerning my beneficial interest in the property"** (see paragraphs 6 to 8 of the Affidavit). The contrary position is set out in the Affidavit of Tamika Johnson. Ms. Johnson states that **"the deceased was responsible for the repayment of the loan facilities associated with the said properties and, to the best of my knowledge and belief, he made those payments without financial assistance from Bradley Russell"**. The dispute between the Claimant and the First Defendant appears to have erupted around 20 April 2026 when the First Defendant had one Alfredo Johnson served with a Summons to have him evicted from the Two Corner's Inn. Alfredo Johnson was a tenant of the Inn.
41. Ms. Johnson also exhibited a copy of a letter dated 6 July 2026 from the Bank that showed that the last payment on the loan was made in the sum of \$1,000.00 on 12 June 2025. The outstanding balance was \$205,504.76. The Account Transaction History, which shows the loan payment history, does not identify the depositor. It records the payment as "Deposit-Allan Russell Loan Pymnt".

42. The First Defendant did not provide any evidence that the loan at the Bank was paid by him. It seems logical that if he made direct payments to the Bank, he would have receipts and would have exhibited them to his affidavit. In the absence of this evidence, I am inclined to accept the Claimant's contention that the rental income from the Two Corner's Inn paid the mortgage unto the Bank. I am fortified in this view by the evidence of the Claimant which showed that the First Defendant interfered with the tenancy of Commonwealth Brewery Limited (700 Wines & Spirits) by letter dated 18 February 2026 purporting to send an eviction notice and providing notice to increase the rent to \$2,000.00 per month as of March 2026.
43. In my judgment, the balance of convenience tilts in favour of the Claimant in maintaining the status quo of the rental arrangements of the tenants of the Two Corner's Inn to meet the payments to the Bank to service the mortgage debt.
44. I do not deem damages to be an adequate remedy on the facts before me in relation to this property. I decided to examine the position if I refused to grant the injunction. The probable conduct of the First Defendant may be disruptive and may likely further the status of the arrears unto the Bank. This conduct may also place the property in jeopardy if the rental income is not used to pay the loan and thereby at the conclusion of the trial, the property may be the subject of an action by the Bank occasioned by acts of default and breach of the covenant to pay.
45. It also seems true that the First Defendant may continue in his conduct of interfering with the tenants if the injunction is not granted. I must highlight that the First Defendant did not dispute that he interfered with the rental arrangement with Commonwealth Brewery Limited (700 Wines & Spirits) by letter dated 18 February 2026.
46. I also considered whether granting or withholding the interim injunction is more likely to produce a just result. In the balancing exercise, I am satisfied that the scales tilt more heavily in favor of granting an interim injunction. That course will preserve the status quo pending the determination of the action and cause the least irremediable prejudice. I was guided by the comments made in **American Cyanamid** (supra):

Where other factors appear to be evenly balanced it is a counsel of prudence to take such measures as are calculated to preserve the status quo. If the defendant is enjoined temporarily from doing something that he has not done before, the only effect of the interlocutory injunction in the event of his succeeding at the trial is to postpone the date at which he is able to embark on a course of action which he has not previously found it necessary to undertake; whereas to interrupt him in the conduct of an established enterprise would cause much greater

inconvenience to him since he would have to start again to establish it in the event of his succeeding at the trial.

47. In light of the acts of the First Defendant, I deem it appropriate to ensure that any new or further steps taken by him be restrained and that the rental income be used to meet the monthly mortgage obligations to the Bank.
48. The First Defendant will suffer no prejudice by the grant of the injunction. If he prevails at the trial in securing an interest in the property, the debt to the Bank would be less occasioned by the rental payments and damages can compensate him for any inconvenience likely to be suffered.
49. For these reasons, I exercised my discretion and grant the injunction in respect of the property on which the Two Corner's Inn is housed.

The other Properties

50. On the evidence, the other properties are vacant land. The only complaint is that the Second Defendant erected a fence and placed heavy-duty vehicles on the property. There are also some cottages erected on the property, but that section of the property is not in dispute.
51. Given that the property is vacant and there is no evidence of a "dispute", I refuse to grant an injunction in respect of the other properties described in the Notice of Application. The balance of convenience weighs in preserving the current status quo.
52. There is no evidence before me of any destruction of the property or of any attempt by the Defendants to frustrate any commercial activity occurring on the property. No prejudice will be suffered by the Applicant in the intervening period until a trial of the matter.

Conclusion

53. I therefore grant the Injunction in the following terms:

The First Defendant, whether by himself, or his servants or agents, or otherwise be and is hereby restrained from communicating with, threatening, or interfering with tenants of "Two Corner's Inn" situate in the settlement of The Bight, Cat Island and from demanding, collecting or receiving rents or issuing notices to quit or eviction notices in respect of any such tenants of Two Corner's Inn pending the final determination of this action or until further order of this Honourable Court.

54. The Claimant shall provide the usual cross-undertaking as to damages.
55. On the issue of costs, given the outcome, a partial victory for each party, the just award in my judgment is an order of costs in the cause and I so order.

DATED the 30 day of July 2026



Raynard S Rigby KC
Acting Justice